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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

Commander Australia Limited

and

**Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
(AG2005/2485)**

COMMANDER AUSTRALIA COUNTRY SERVICE AREAS AGREEMENT - 2005

Telecommunications services

COMMISSIONER SMITH

MELBOURNE, 24 MARCH 2005

PREAMBLE

In this matter some controversy arose over authority in relation to agreements. This I understand has been resolved internally and I now certify the Agreement voted on by the employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 24 March 2005 and shall remain in force until 6 December 2006.

BY THE COMMISSION:

COMMISSIONER

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Proposed Certified Agreement - December 2004
Commander Australia Country Service Areas Agreement - 2005

1. TITLE

This Agreement shall be known as the Commander Australia Count Agreement - 2005.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. PURPOSE

3.1 This Agreement prescribes employment arrangements to apply to employees of Commander Australia Limited (ACN 082 384 343) ("Commander" or "the Company") who are employed in, or who voluntarily transfer into, a Commander Country Service Area in one of the direct field technical classifications included in Attachment 1, during the term of this Agreement("the employee" or "employees").

3.2 These arrangements are designed and agreed to achieve:

- (a) employment arrangements which recognise the geographic diversity and significant variations in customer density and customer type in Country Service Areas; and
- (b) which provide a reasonable basis to permit Commander to service such customers with its own workforce wherever it determines that to be practicable from a competitive business perspective.

3.3 The parties acknowledge that customer satisfaction, growth and profitability will be fundamental to Commander business success in Country Service Areas, and that it will only be through such success that Commander can sustain employment opportunities in them. The parties agree that these objectives can only be achieved by ensuring a high level of business effective performance through attainment of worlds best practices in processes and methods, benchmarking, performance and continuous improvement to service levels, as well as by having a product range, service offerings and pricing structures which result in Commander being the preferred service provider in Country areas.

4. PARTIES BOUND AND SCOPE

This Agreement binds:

- (a) employees of Commander who are employed in a Commander Country Service Area in one of the direct field technical classifications included in Attachment 1;
- (b) Commander in respect of the employees referred to in this Clause; and

(c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Communications Division (CEPU).

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of its certification by the Australian Industrial Relations Commission and shall remain in force until 6 December 2006.

6. EFFECT OF AGREEMENT

This Agreement operates to the exclusion of any Award or Certified Agreement that might otherwise have application to the employment of the employees.

7. VARIATIONS

The parties agree that this Agreement may be varied in accordance with S170MD of the Workplace Relations Act 1996 and that such variation shall be urgently considered in the event that the business needs of Commander in Country Service Areas require any change to its provisions.

8. FORMS OF EMPLOYMENT

8.1 The parties recognise that special employment arrangements, other than full time employment, will be required to service Country Service Areas where Commander has, or establishes, an employment presence, to take advantage of market opportunities and to ensure cost effective customer service.

8.2 Such arrangements will include the use of part-time, fixed term and/or casual employment as determined by Commander having regard to the particular business needs.

8.3 Part-Time Employment

8.3.1 Part-time employees will be engaged on the basis of agreed hours comprising less than 38 per week and will be entitled to pro rata benefits in accordance with the terms of this Agreement on the basis of hours worked. A part-time employee does not become eligible for overtime payment rates without having completed 38 hours in any week, unless otherwise provided for in this Agreement.

8.3.2 The agreed weekly hours of a part time employee and the times at which those hours will normally be worked will be recorded at the time of employment but may be varied by agreement between Commander and the employee at any time and for any period. Nothing in this Agreement however shall prevent a part time employee from agreeing to work additional hours, or at alternative times, to those recorded at the time of employment.

8.3.3 Commander will consider requests from full-time employees for transfer to part-time where such arrangements are possible without adversely impacting customer service or operations.

8.4 Casual Employment

8.4.1 Casual employees may be engaged to provide short term and/or occasional resourcing capability and will be paid a loading of 20% of their base pay in lieu of all leave and public holiday provisions of this Agreement. Any single engagement of a casual employee, will be limited to a maximum 6 months full time employment.

8.5 Nothing in this Agreement shall operate to prevent or restrict Commander from using agency employment, contractors and/or Dealers from undertaking work in Country Service Areas where such use is appropriate from a business perspective.

9. PROBATION

New employees, other than those engaged on a casual basis, will be recruited on a 3 month probation period during which either party may terminate the employment on 1 week's notice.

10. TRANSFER OF COMMANDER METROPOLITAN REGION EMPLOYEES

10.1 No Commander Metropolitan Region Employee may be transferred to a Commander Country Service Area on other than a voluntary basis and with his/her written consent provided in advance.

10.2 In the event that a Metropolitan Region employee applies for, is offered, and elects to transfer to a Country Service Area, that employee will retain his/her then existing Commander terms and conditions, including accrued entitlements, (ie. superannuation, leave and redundancy accumulation rate) as they existed on the last day before transfer, except that the transferring employee:

(a) will have the working hour arrangements as prescribed in this Agreement and cease to have entitlement to any further rostered day off;

(b) will be paid, as determined by Commander, at or above the minimum rate prescribed for the relevant direct field technical staff

classification in Attachment 1 of this Agreement and will have that rate reviewed, during the term of this Agreement, in accordance with the provisions of Clause 13.

11. WORK IN A HIGHER LEVEL JOB

The Company may require employees from time to time to work in a higher level role. Such situations will form part of a normal development opportunity for employees and be taken into account in the performance review process where they extend for periods of less than 2 weeks. In any situation extending for 2 weeks or more, the employee will be paid, for the whole period in the higher level role, an additional payment of 5% of his or her salary, or, at the minimum rate of the higher level role, whichever is the greater.

12. EMPLOYMENT RELATIONSHIP

An employee must not engage in any activity, paid or unpaid, which is in conflict with the business interests of Commander or which conflicts with his or her responsibility to Commander as his or her employer.

13. SALARY

13.1 At the time of their recruitment or transfer, employees will be allocated by Commander into one of the direct field technical classifications included in Attachment 1 and be paid a salary at or above the minimum rate prescribed for that classification on the basis of their experience and skill as assessed by Commander. The minimum rates prescribed in Attachment 1, Column 1 shall apply from the date this Agreement is approved by the Australian Industrial Relations Commission and the minimum rates in Column 2 shall apply from 6 December 2005.

13.2 Subject to having completed 3 months Commander employment at the time, each employee will, following approval of this Agreement by the Australian Industrial Relations Commission, have access to pay increases from 6 December 2004 and 5 December 2005.

13.3 The individual pay increases for an employee will be based on Commander's assessment of the employee's performance in accordance with Commander's Country Service Area's performance and development review processes which will include twice yearly performance discussions.

13.4 Under this arrangement, an employee assessed by Commander as performing to the required standard, ie. "satisfactory" performance, will receive a 3.5% increase. An employee assessed by Commander as "superior" will receive a 4.5% increase, and an employee assessed by Commander as "outstanding" will receive an increase of 6%.

13.5 Any employee who is assessed as performing at a level less than "satisfactory" at the time of the first or second salary increases will be provided with the opportunity for a further assessment on a quarterly basis. Where that further assessment results in a "satisfactory" performance outcome, the employee will be paid on the basis of that assessment from the time it is made. Subject to Commander's obligations under the Workplace Relations Act 1996, nothing in this Clause shall prevent it from terminating the employment of an employee on the grounds of unsatisfactory performance.

13.6 The measures used to assess employee performance will be transparent, fair, achievable and within the control of the individual employee and be fixed for the term of the Agreement.

14. ONCE OFF SALARY ADJUSTMENT

By way of replacement for the Country Area Performance Incentive Scheme which applied in the previous Agreement (Clause 14 of Commander Australia Country Service Area Agreement 2003) and which no longer applies in this Agreement.

Each employee covered by this Agreement on the date of its certification by the Australian Industrial Relations Commission will, on a once only basis and with effect from 6 December 2004, have 3% added to their 6 December 2004 base salary after it has been adjusted in accordance with Clause 13 of this Agreement.

15. SUPERANNUATION

15.1 Commander will make employer contributions on behalf of each Country Service Area employee in accordance with Superannuation Guarantee legislation. These contributions will be made to the Commander Superannuation Plan unless otherwise directed by the employee exercising his/her choice in accordance with government legislation.

15.2 Subject only to any revised salary of the employee arising from the transfer, nothing in this Clause shall operate to remove any superannuation entitlement of a Metropolitan Region employee who transfers to a Country Service Area.

16. HOURS OF WORK

16.1 Standard hours of business in a Commander Country Service Area will be 7.00 am to 7.00 pm Monday to Friday.

16.2 Full time employees will be employed on the basis of 38 ordinary hours (exclusive of unpaid meal breaks) per week, to be worked, as nominated by Commander, within standard hours on Monday to Friday each week.

16.3 Starting and finishing times may be varied according to operational requirements and Commander will have regard to the occasional special needs of individual employees.

16.4 The ordinary hours of work of part-time and casual employees will be arranged so that they are consistent with all provisions of this Clause, except that all casual engagements will be on an as required basis with each individual engagement standing alone.

16.5 An employee will be entitled to an unpaid meal break of minimum thirty minutes duration and to commence no later than five hours after the commencement of duty on any day (and, where applicable, no later than 5 hours from conclusion of the last meal break,).

16.6 Nothing in this Agreement shall prevent Commander and any employee agreeing that ordinary working hours be undertaken on a Saturday, between 7am and 7pm, provided that this does not result in the employee's ordinary working hours being worked on more than 5 days in a week, and provided that such hours worked on a Saturday attract a loading of 40% of the employee's ordinary time rate.

16.7 In the event of Commander requiring any shiftwork in a Country Service Area during the term of this Agreement, ie requiring normal working hours outside 7am to 7pm Monday to Friday, the parties agree that they will consult with a view to reaching agreement on arrangements to apply.

16.8 Working Hours Policy

16.8.1 Commander recognises the personal needs (including family responsibilities) of its employees and supports discussion with respective managers so that business and employee needs are met in a balanced fashion. Flexibility with respect to working hours will be available subject to management approval on a needs basis so long as work hours are managed to fully satisfy customer and business commitments.

16.8.2 Commander will provide full time and part time employee's with as much notice of their work schedule (minimum objective 4 weeks) as possible and will confirm schedules at least 1 week in advance. A confirmed schedule will not be varied by Commander unless required by unforeseen customer demands and then only on the basis of 48 hours notice (72 hours if the change involves a variation of 2 hours or more to starting or finishing times) unless an employee agrees otherwise.

16.8.3 While all employees are encouraged to discuss with their management any issue relating to their working hours:

(a) Scheduled work times will initially be established by Commander based on business needs/customer requirements and any change will be advised in advance following discussion with employees in the work group involved; and

(b) Business needs/customer requirements will be the basis for any variations from these schedules and will occur following consultation with employees.

17. OVERTIME

17.1 Subject to overtime payment rates not applying to part-time or casual employees until a minimum of 38 hours work has been completed in a week (unless the part-time or casual employee has been required to work outside the span 7am to 7pm Monday to Friday, or on a Saturday, Sunday or public holiday or has involved a recall to duty), overtime payment rates are payable to all employees covered by this Agreement for all authorised work in excess of 8 hours per day or in excess of weekly scheduled hours (exclusive of unpaid meal breaks).

17.2 Overtime Rates

17.2.1 Monday to Saturday

Subject to Clause 17.1, employees who are required to work in excess of their ordinary hours on any day shall be paid on each occasion that overtime is required to be worked at the rate of time and a half for the first 3 hours and double time thereafter, except that double time is payable for all overtime worked between the hours of 11.00 pm and 7.00 am.

17.2.2 Sunday

Overtime worked on a Sunday shall be paid at the rate of double time.

17.2.3 Public Holidays

Overtime worked on a Public Holiday shall be paid at the rate of double time and one half.

17.3 Minimum Payment Periods

(a) Overtime, which is non-continuous with normal duty, shall be subject to a minimum payment period of 2 hours at the relevant overtime rate.

(b) Overtime involving a recall to duty at a Commander or customer worksite shall, with travelling time, be subject to a minimum payment period of 2 hours at double time rate (double time and a half on a public holiday).

(c) Overtime which is required by Commander and which involves an employee in the remote diagnostics/service restoration of a customer service via home based Commander equipment shall be subject to a minimum payment period of 1 hour at double time rate (double time and a half on a public holiday).

17.4 Amount of Overtime

Commander may require an employee to work reasonable overtime at overtime rates, provided that overtime payment will only be made where Commander requires overtime to be worked.

Notwithstanding the obligation of an employee to work reasonable overtime, an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) by Commander of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

17.5 Time Off In Lieu

Nothing in this Agreement shall prevent Commander and any employee from agreeing to time off in lieu of overtime worked. Such time off to be taken at an agreed time and to be equal to the equivalent hours accrued in the particular overtime requirement.

18. FIELD BASED EMPLOYEES - TRAVEL TO WORKSITES

18.1 Field based employees are required to commence and cease duty on the job at a customers premises and are required to undertake such travel in their own time as a consequence of being provided with a Commander vehicle where the provision of a vehicle is in Commander's business interests.

18.2 Commander will always seek to allocate first and last jobs each day to employees on an equitable basis and so that:

- (a) an employee residing in his/her Commander Country Service Area has a maximum own time travel time in each direction of one hour from his place of residence, and
- (b) an employee residing outside his/her Commander Country Service Area has a maximum own time travel time, within the Service Area, in each direction of one hour from or to the boundary of the Commander Country Service Area.

18.3 In any situation where this objective is not achieved, the employee is to be provided with time off in lieu equal to the own time travel time in excess of 1 hour on any journey. Where time off in lieu cannot be provided within a period of 2 weeks, the employee may elect to be paid for the time at their ordinary time rate.

18.4 Where Commander requires an employee to commence or finish duty in an alternative Country Service Area, Commander will either:

- (a) arrange for the employee to drive for any period in excess of one hour each way from the employee's residence during normal working hours, or
- (b) provide the employee with time in lieu for the travel period in excess of one hour each way, or
- (c) pay the employee at the ordinary time rate for the travel period in excess of one hour each way.

Notwithstanding the other provisions of this Clause 18.4, if Commander requires the travel to occur on a day which is not a normal work day for the employee, the employee will be paid for the total travel time on the non-work day/s at the ordinary time rate (and with the Sunday or public holiday loading where travel on such days is required by Commander).

18.5 Where Commander requires an employee covered by this Agreement to travel interstate in the employee's own time:

- (a) on a day which is a normal work day for the employee, Commander will pay the employee for his/her own time travel period in excess of 2 hours each way at the ordinary time rate (and with the Sunday or public holiday loading where travel on such days is required by Commander).
- (b) on a day which is not a normal work day for the employee, Commander will pay the employee for the total required travel time on the non work day/s at the ordinary time rate (and with the Sunday or public holiday loading where travel on such days is required by Commander).

19. PRIVATE USE OF OPERATIONAL VEHICLES

Commander will provide Country Service Area direct field technical staff with an operational vehicle, of a type specified by Commander (and which meets the definition of a medium sized, station wagon with 5 seat capacity) for business purpose.

In addition to business purpose this vehicle will be available for private use outside of work hours subject to:

- (a) a maximum period of 4 weeks continuous leave, unless otherwise agreed by Commander
- (b) no use of the vehicle, including off road use, that may damage the vehicle over and above normal wear and tear
- (c) reasonable requests for interstate use being approved in advance by the local Manager.
- (d) the employee contributing towards private use in accordance with the following rates:

% of Private Use as Demonstrated by the Employee's Log Book	Fortnightly Employee Contribution
10% and below	\$36.80
More than 10% and up to 15%	\$55.20
More than 15% and up to 20%	\$73.60
More than 20% and up to 25%	\$92.00
More than 25% and up to 30%	\$110.40
More than 30%	\$128.80

- (e) the employee possessing and maintaining a current drivers licence at all times
- (f) all other conditions of use to be in accordance with Commander's general vehicle policy.

20. HOME/NON-WORKING HOUR LOG-IN

Employees covered by this Agreement who are required to remotely log work allocations, clearances etc, and who do so from home in non-work time, will be provided with no cost access to the Internet for reasonable use via their home telephone service. The home telephone service remains entirely the responsibility of the employee.

21. INDEMNITY ON HOME STORED MATERIALS

Employees covered by this Agreement who agree to store Commander supplies and equipment at their place of residence at Commander's request will be indemnified against any loss or damage to such supplies and equipment, provided that the employee has taken reasonable steps to prevent such loss or damage. Commander provided indemnity will also extend to any claim resulting from the storage of such supplies and equipment at the employee's home.

22. DAMAGE TO CUSTOMERS' PREMISES

No employee will be punished or suffer any injury in their position or salary by reason of:

- (a) damage done to customers' premises if the damage was due merely to a structural defect or to the employee carrying out the wishes of the customer; or
- (b) failure to carry out duties when it is shown to the satisfaction of the Company that the failure is due to the failure of the Company to provide proper training, tools, material or assistance.

23. ALLOWANCES

23.1 Out of Pocket Expenses

Employees will, on presentation of receipts, be reimbursed for any management approved out of pocket expenses which are necessarily incurred in performing their job role and Commander will endeavour to pay the reimbursement within two weeks of the claim being received. Out of pocket expenses may include but are not limited to the use of home telephone for business, car mileage allowance as per ATO rates and approved travel expense, as detailed in 23.2 below.

23.2 Living Away From Home

Employees required to stay away from home overnight as a result of work requirements may cover accommodation, meals and incidental expenses by choosing from three (3) options:

(a) Commander will book suitable accommodation and reimburse the employee for meals and incidental expenses upon presentation of receipts.

(b) Commander will book suitable accommodation and pay an overnight allowance of \$53 per night to cover meals and incidental expenses. This allowance will be increased in accordance with CPI movements on 1 July 2005 and 1 July 2006.

(c) In the event no accommodation expense occurs, as a result of the employee staying with family, Commander will pay an allowance of \$53 per night. This allowance will be increased in accordance with CPI movements on 1 July 2005 and 1 July 2006.

23.3 Overtime Meal Allowance

Employees will be paid a meal allowance of \$12.73 if required to work overtime which extends beyond the commencement time of the next scheduled meal break (ie 5 hours after the end of the previous meal break).

24. PAYMENT

Employees covered by this Agreement shall be paid fortnightly, in arrears, and payment shall be made by Commander by electronic funds transfer to a maximum of 3 financial institution accounts nominated by the employee.

25. LEAVE

25.1 Annual Leave

25.1.1 Full time and part time employees are entitled to 4 weeks annual leave for each completed year of service with Commander. Annual leave is to be taken at a time agreed with Commander, in accordance with its policies.

25.1.2 An annual leave loading equal to 17.5% of ordinary time earnings is payable for all full time and part-time employees covered by this Agreement.

25.1.3 Commander will make available to each full time and each part time employee covered by this Agreement, an annual opportunity to choose, in each year of employment, to be paid in lieu of one week of his/her annual leave entitlement for that year. Where an employee chooses to be paid in lieu of one week of annual leave under this provision, he/she will also receive annual leave loading on the payment in lieu. Payment to an employee will occur within one month of receipt of his/her election to be paid in lieu.

25.2 Sick Leave

25.2.1 Standard Entitlement

(a) Full time and part time employees have access to a maximum of 8 days paid sick leave per annum cumulative.

(b) Where an employee is sick for a period exceeding one month, the employee may be referred to a Commander nominated medical practitioner.

(c) Where an employee is absent, due to illness, for less than 2 consecutive days, the employee is not required to obtain a medical certificate. Where an employee is absent for 2 days or more, or an absence falls on a Monday or Friday or prior to or following a public holiday, a medical certificate is required to be produced by the employee.

25.2.2 Extended Sick Leave

(a) In addition to the standard sick leave provisions in 25.2.1, Commander may provide extended paid sick leave to any full time or part time employee covered by this Agreement, who

* is incapacitated as a result of hospitalised surgery (including a period of post operative recovery) arising from a non-work related illness or injury, and

* whose paid sick leave entitlement has been fully expended, and

* whose annual leave credits in excess of 20 days has been taken.

(b) An employee in the above situation may apply for payment of extended sick leave for a period of up to 3 months on a maximum of 2 occasions during the life of this Agreement.

(c) Annual leave and sick leave accrual will be suspended for the duration of any approved extended sick leave.

(d) Any application for extended sick leave must be supported by medical certifications, including progressive certifications, acceptable to Commander and Commander reserves the right to refer any employee seeking extended sick leave to a medical practitioner of its choosing.

25.3 Long Service Leave

Full time and part time employees are entitled to 3 months long service leave after 10 years service with Commander and ongoing accrual at the same rate for further continuous service. Long service leave is to be taken at a time agreed with Commander, in accordance with its policies.

25.4 Personal Leave

Full time and part time employees will be provided with 3 days paid personal leave per annum and may be absent from work where an emergency sickness occurs within the employee's family (including child and elderly care). Commander may require evidence, including medical certificates before pay for such leave is approved. Sick leave may be used in lieu subject to management approval. Discretion will be applied based on individual needs.

25.5 Parental Leave

Parental Leave will be provided in accordance with the Workplace Relations Act 1996 except that a female employee who confirms her intention to resume duty following maternity leave will receive a payment equalling 6 weeks pay at the commencement of maternity leave, and 2 further payments following resumption of duty, each equal to 3 weeks pay one on resumption of duty and one, 3 months later.

25.6 Bereavement Leave

Commander will provide up to 3 days paid bereavement leave to a full time or part time employee on the occasion of the death of an immediate family member or household member. Commander may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

25.7 Unpaid Leave

25.7.1 Unpaid leave for up to 3 months may be recommended by the relevant line manager and is subject to approval by the next level manager.

25.7.2 Commander will consider applications for unpaid leave in excess of 3 months where they can be accommodated within business needs.

25.7.3 The criteria to be used to determine whether or not the leave will be granted shall include the reason for the leave, satisfactory performance and business needs.

25.7.4 Unpaid leave does not count as service for any purposes but does not break continuity of service.

25.8 Education Leave

25.8.1 Examinations

Full time and part time employees have access to paid personal leave to allow them to complete an examination forming part of an approved course of study.

25.8.2 Study Leave

Study leave may be taken as annual leave, personal leave, or leave without pay with the approval of the Regional Manager.

25.8.3 Study Assistance

(a) Study assistance is available to full time and part time employees where approved by Commander and where the course of study is relevant to the needs of Commander.

(b) Where a course of study is approved and assistance is agreed, a percentage of fees determined by management on a case by case basis will be reimbursed on successful completion of each semester and the purchase of textbooks to a maximum of \$350 per annum will be reimbursed. Such payments will be made on the basis of the employee agreeing to refund any component of fees paid by Commander in the event of employee initiated separation within 2 years of the study being commenced or concluded.

(c) Time off to attend lectures is subject to work schedules and operational requirements.

25.9 Other Leave

Commander may make other leave available to full time and part time employees to meet reasonable employee needs associated with community emergency services, Jury duty, military reserve leave, blood donation, and naturalisation ceremony attendances.

26. PUBLIC HOLIDAYS

26.1 Commander will recognise as public holidays in each Country Service Area the days gazetted as such by State or Territory

Governments for the particular location.

26.2 Where Commander requires an employee to work any of his/her ordinary working hours on a public holiday, he/she shall be paid a loading of 150% in a addition to his/her ordinary pay, for the hours worked on the public holiday.

27. ACCIDENT MAKE UP PAY

27.1 If a full time or part time employee is injured at work and receives compensation under the relevant State Workers Compensation legislation, that compensation, if it is less than the employee's pre-injury ordinary time pay at the time of the accident, will be made up by Commander for a period of up to 26 weeks so that there is no reduction in the injured employee's ordinary time pay.

27.2 Eligibility for Accident Make Up Pay will cease in the event of an employee refusing to, or not fully participating in, required rehabilitation or return to work programs.

28. RELOCATION

28.1 Where an employee is required by Commander to relocate outside his or her Country Service Area, the employee will be offered a relocation package.

28.2 Before Commander requires an employee to relocate in circumstances requiring a change in domicile it will consult with the employee in relation to any demonstrable personal or family reasons which would preclude the employee from relocating. Where the Company accepts that such reasons do exist, it will seek to provide the employee with reasonable alternative employment at their existing location. Where no reasonable alternative employment is available the employee may be made redundant. An employee refusing reasonable alternative employment shall not be entitled to a redundancy payment.

29. REDUNDANCY

29.1 Commander will always explore opportunities for redeployment and/or relocation before it terminates the employment of a full time or part time employee as a consequence of their position becoming redundant.

29.2 Where suitable redeployment and/or relocation cannot be provided, Commander will make a severance payment at the rate of 3 weeks pay per year of completed service with a cap of 52 weeks (exclusive of notice period).

29.3 Subject only to any revised salary of the employee arising from a transfer to a Country Service Area, in a situation of redundancy nothing in this Clause shall operate to reduce the redundancy entitlement accumulation of a Metropolitan Region employee who transfers to a Country Service Area.

30. TERMINATION OF EMPLOYMENT

30.1 Notice of termination by Commander

30.1.1 In order to terminate the employment of a permanent full-time or permanent part-time' employee Commander shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks.

30.1.2 In addition to the notice in Clause 30.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

30.1.3 Where Commander has taken a decision that is likely to result in the termination, through redundancy, of more than 10 employees covered by this Agreement, it will advise the CEPU of that likelihood, the reasons for the decision, and the expected number, categories and locations of employees likely to be impacted, at least 1 week before the notice of termination prescribed in Clause 30.1.1 and 30.1.2 is given to any of the employees. During this period, of at least 1 week, CEPU will be given opportunity for its input to be considered before any notice of termination is given to any employees. This obligation shall not restrict Commander from informing individual employees of likely redundancy and/or discussing that likelihood with them in the same timeframe.

30.1.4 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by Commander making payment for the remainder of the period of notice.

30.1.5 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

30.1.6 Subject to the Workplace Relations Act 1996, a casual employee may be terminated by Commander providing the employee with one day of notice, or by paying the employee in lieu of that notice.

30.1.7 The relevant period of notice in this Clause 30.1, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

30.2 Notice of termination by an employee

30.2.1 The notice of termination required to be given by an employee is the same as that required of Commander, save and except that there is no requirement on any employee to give additional notice based on the age of the employee concerned.

30.2.2 If an employee fails to give the period of notice required by this Agreement, Commander has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

31. CONSULTATION

Where the Company proposes to introduce significant business initiatives or major changes which have a demonstrable impact on employees, the Company will consult with the employees who may be affected by the proposed changes and the CEPU as early as practicable. A demonstrable impact on employees will arise in circumstances including major changes in technology or the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities. The consultation will include the measures to avert or mitigate any adverse effects of such changes.

32. DISPUTE RESOLUTION PROCEDURE

32.1 In the event of a dispute arising in the workplace or in relation to any matter arising under this Agreement, the procedure to be followed to resolve the matter will be as follows.

- (a) The staff member and his/her manager meeting and conferring on the matter; and
- (b) If the matter is not resolved at the meeting, the parties will arrange for further discussions between the staff member and his/her nominated representative, if any, and more senior levels of management.
- (c) If the matter is still not resolved it may be referred to the Regional Manager.
- (d) If the matter cannot be resolved it may be referred to the Australian Industrial Relations Commission for mediation, and, in the event that mediation is not successful, determination.
- (e) While any matter is being addressed under this process, work is to continue as normal and no disruption is to be caused to normal business activities.

33. GRIEVANCE PROCEDURE

33.1. Objectives

- (a) Employee grievances, regardless of their nature, must be resolved quickly and as close to the point of origin as possible.
- (b) Commander is committed to providing appropriate skills and processes to minimise the emergence of issues that could give rise to grievances and to resolving them close to the source.

33.2. Procedure

The following employee grievance processes shall be followed:

- (a) The employee will discuss the problem first with their immediate manager or supervisor to resolve the matter. (Time must be set aside and any facts fully investigated to ensure that the employee receives a specific response within a reasonable time frame).
- (b) If the matter is still unresolved, the employee or immediate manager will raise it with the supervisor or manager's manager.

33.3. The grievance process does not seek to detract from, nor limit in any way, an employee's right to choose other avenues to resolve a grievance in the first instance.

33.4. An employee may request the CEPU to represent him or her at any stage of this process.

34. UNION ROLE

34.1 Commander recognises, and will respect, the rights under the Workplace Relations Act 1996, which CEPU has to represent its individual members, groups of members, or all members, covered by this Agreement. Commander also recognises the rights that its employees have to be represented by the CEPU without discrimination or victimisation.

34.2 The CEPU recognises that Commander must manage its Country Service Areas in a cost sensitive, highly competitive environment, and that the Company is committed to operating such areas profitably.

34.3 Commander and the CEPU are committed to maintaining a constructive and mature relationship that will contribute to the business success of the Company and allow it to provide employment arrangements which reflect that success.

34.4 In addition to the CEPU's statutory rights, Commander may, from time to time, approve access to worksites (in a room/s nominated by the Company) for the purpose of authorised union officials meeting with members for a reasonable period of time and subject to reasonable notice to Commander. CEPU may provide a notice board in an agreed position in each worksite for authorised union notices and publications and will be responsible for ensuring that only authorised and appropriate material is displayed.

35. INDIVIDUAL AGREEMENTS

35.1 An employee covered by this Agreement may make an individual agreement with Commander which facilitates a better and more flexible accommodation of the needs of the employee and of Commander.

35.2 An individual agreement may exclude, in whole or in part, the operation of this Agreement. An individual agreement will prevail over this Agreement to the extent of any inconsistency. An individual agreement must be in writing and must not cause an employee to be worse off, on an overall basis, than the he or she would have been under the terms of this Agreement.

35.3 An individual agreement will be deemed to be part of this Agreement. A breach of an individual agreement will be taken to be a breach of this Agreement and may be enforced accordingly. An individual agreement will only have effect while this Agreement is in operation.

35.4 An individual agreement may be varied or terminated in accordance with its terms or by further agreement.

35.5 An employee is entitled to have CEPU or an external party advise or assist him or her at any stage in the making of an individual agreement.

36. NO EXTRA CLAIMS

It is a term of this Agreement that the parties bound by it will not pursue any extra claims during its period of operation as specified in Clause 5. This includes claims in relation to matters whether they are dealt with in this Agreement or not, unless the claim is consistent with the terms of this Agreement.

37. RE-NEGOTIATION OF AGREEMENT

Commander will commence negotiations for an Agreement to replace this Agreement no later than three months prior to nominal expiry date of this Agreement.

Attachment 1 - Classifications and Minimum Rates

Field Roles	Minimum Rate pa Column 1	Minimum Rate pa Column 2
CST Development*		
Without post secondary	\$23,393	\$24,211
With post secondary	\$25,056	\$25,932
CST(1)		
Cabling/Fitting off of equipment	\$35,034	\$36,261
CST(2)		
Requires on line technical support	\$37,806	\$39,129
CST(3)		
Operates independently of high level support	\$43,904	\$45,440

(CST = Country Service Technician or Provincial Service Technician)

* Subject to satisfactory completion of 6 months of employment in the CST Development level, the employee will be provided with an opportunity to undertake a formal assessment to demonstrate his/her competency at the CST (1) level. On successful completion of

the competency assessment, the employee will advance to that level with effect from commencement of the following month.

Commander Australia Limited

(signature)

DATED THIS DAY OF 2005

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

(signature)

DATED THIS DAY OF 2005

Whole page:1.64 Initialise: 0.14 (database):0.02
ISYS fetch:1.28
ISYS filter: 0.02
Build page: 0.19 (Add hyperlinks):0.00